

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	Case No. 18-21584-CMB
	:	
Tedi J. Perez,	:	Chapter 13
Debtor	:	
	:	
Tedi J. Perez,	:	Document No. 1 0 6
Movant,	:	
	:	
vs.	:	Hearing Date Time
	:	November 16, 2023 at 1:30 PM
	:	
PennyMac Loan Services	:	
LLC,	:	
	:	
RESPONDENT	:	
	:	
and	:	
	:	
RONDA J. WINNECOUR, ESQ.	:	
CHAPTER 13 TRUSTEE,	:	
	:	
ADDITIONAL	:	
RESPONDENT	:	

AMENDED MOTION TO AUTHORIZE LOAN MODIFICATION AGREEMENT

**NOW COMES the Movant, Tedi J. Perez, by and through his attorney,
Lawrence W Willis, Esquire, of the law firm of Willis & Associates and file the
within Motion to Authorize Loan Modification agreement, and in support thereof
aver as follows:**

- 1. The Movant is Tedi J. Perez, an adult individual presently residing at 307
Pinevue Drive, Monroeville, PA 15146.**
- 2. The Movant is the Debtor in the above-captioned bankruptcy case.**

- 4. The Respondent is PennyMac Laon Services LLC a mortgage lending institution doing business in the Western District of Pennsylvania and at all times relevant hereto, utilized the mailing address of 6101 Condor Drive, Suite 200, Moorpark, CA 93201.**
- 5. The Additional Respondent is Ronda J. Winnecour, Esquire, the standing chapter 13 trustee appointed in this case.**
- 6. The Debtor filed a voluntary chapter 13 bankruptcy petition on April 23, 2018.**
- 7. The Debtor's residence located 307 Pinevue Drive, Monroeville, PA 15146 is secured by a mortgage held by the Respondent, PennyMac Laon Servicing LLC.**
- 8. The Debtor and the Respondent have negotiated a loan modification that will benefit both parties. A copy of the agreement is attached hereto and marked as Exhibit "A".**
- 9. The terms of the modification, in pertinent part, are as follows:**

 - a. Upon approval of the loan modification, the unpaid principal balance under the Note is \$66,209.72.**
 - b. The interest rate shall be 6.750% fixed effective upon approval (from previous rate of 6.00%.)**
 - c. The monthly payment shall be to \$429.43 for the principal and interest (from \$572.58). This is a total monthly decrease of principal and interest in the amount of \$143.15.**
 - e. The Maturity Date of the loan will be July 1, 2053.**
 - f. All delinquent payments including unpaid and deferred interest, fees, escrow advances and other costs will be added to the mortgage loan balance.**

g. All late charges that have accrued and remain unpaid will be waived.

10. The loan modification is effective August 1, 2023.

11. As the Debtors' case was as a eighty-four (84) month plan, the lower arrears will save the Debtor during the remainder of his Chapter 13 bankruptcy case.

12. The arrears currently being paid through the plan will be brought current.

13. The modification will enable the Debtor to modify the original terms of the loan to bring it current and cure default.

14. The undersigned counsel personally reviewed with the Movant in order to review and discussed the terms of the modification agreement with the Movant.

15. The Movant fully understands the modification and comprehend what it entails, and pray that this Court authorizes the agreement, as it will provide relief to the Debtor.

16. No creditors will be prejudiced by the granting of this Motion, nor will their interests be harmed by the approval of this Motion or the amended plan.

WHEREFORE, the Debtor herein respectfully prays that this Court hereby Order as follows:

1. That the Loan Modification Agreement between the Debtor and PennyMac Loan Servicing LLC be authorized.

2. That an amended chapter 13 plan will be filed incorporating the terms of the loan modification agreement.

3. Any other or further relief that this Court deems just and proper.

Dated: October 9, 2023

**By: /s/ Lawrence Willis Esq
Lawrence W Willis, Esquire**

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